

STATE OF ALABAMA |

LAUDERDALE COUNTY |

9823

PROTECTIVE COVENANTS FOR WINDCREST
HEIGHTS, A SUBDIVISION IN FLORENCE, LAUDERDALE COUNTY,
ALABAMA

A. PREAMBLE

The undersigned, Ira K. Hibbett and wife, Betty B. Hibbett, and James K. Butler and wife, Florine Butler, owners of all the property embraced in that subdivision shown on the map and plat prepared by White and Hallmark, Civil Engineers, known and designated as Windcrest Heights, located in Florence, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in PlatBook No. 3, page 90, hereby impose on all the lots provided in said plat the following covenants and building restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until February 25, 1984, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

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B. The covenants hereinafter provided shall apply in their entirety to the entire subdivision.

C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in heights and private garage for not more than two cars.

C-2. DWELLING, QUALITY AND SIZE. No dwelling shall have as its exterior siding asbestos shingles, and all dwellings shall be of a quality and workmanship and materials so as to assure sound and attractive construction. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than one thousand square feet for a one-story dwelling, nor less than seven hundred square feet for a dwelling of more than one-story.

C-3. BUILDING LOCATION. No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot; however, buildings 2 1/2 stories shall be at least 10 feet from the interior lot line.

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C-4 LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building set back line nor shall any dwelling be erected or placed on any lot having an area of less than twelve thousand square feet.

C-5 EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear 10 feet of the lot and as shown on the recorded plat. Other public utility easements are as shown on the recorded plat. The granting of these easements or rights of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-6 NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-7 TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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C-9. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose..

C-11. GARBAGE AND REFUSE DISPOSAL. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

D-1. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum setback distance.

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unless similarly approved. Approval shall be as provided in part D-3.

D-2. MEMBERSHIP. The architectural control committee is composed of W. T. Musgrove, Florence, Alabama, Ira K. Hibbett, Florence, Alabama, and N. B. Chambers, Florence, Alabama. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-3 PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

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E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

F. ATTEST.

IN WITNESS WHEREOF THE Parties hereto have hereunto affixed their hands and seals on this the 26th day of November, 1959.

Ira K. Hibbett (SEAL)
Ira K. Hibbett

Betty B. Hibbett (SEAL)
Betty B. Hibbett

James K. Butler (SEAL)
James K. Butler

Florine Butler (SEAL)
Florine Butler

STATE OF ALABAMA |
LAUDERDALE COUNTY |

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ira K. Hibbett, and wife, Betty B. Hibbett, James K. Butler and wife, Florine Butler, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of November, 1959.

James A. [Signature]
Notary Public



STATE OF ALABAMA - LAUDERDALE COUNTY

I hereby certify that the foregoing instrument was filed in my office for record on November 16, 1959 at 9:13 o'clock A. M. and duly recorded in Vol. 731 Page 55-60. I hereby certify that the Mortgage Tax to amount of \$ and the Deed Tax amount of \$ have been paid on this instrument.

Ed R. [Signature]
JUDGE OF PROBATE